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James D. Greene, Esq.	E-filed: October 31, 2016.
Nevada Bar No. 2647	E-Juea. October 31, 2010.
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UNITED STATES BANKRUPTCY COURT DISTRICT OF NEVADA

Debtor. Chapter 7 CHRISTIAN LOPEZ & ANNA CARLA Adv. Pro. No. 16-01045-LED LOPEZ, Plaintiffs. VS.

ALAN DAVID TIKAL, also known as

DAVID ALAN TIKAL, individually and as

Trustee of KATN REVOCABLE LIVING

TRUST; VICTORIA NELSON, solely in

her official capacity as Chapter 7 Trustee,

In re: ALAN DAVID TIKAL,

Bankruptcy No. 11-23486-LED

DECLARATION OF ANNA CARLA LOPEZ IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT AGAINST **DEFENDANTS ALAN DAVID** TIKAL AND VICTORIA NELSON

Hearing Date: December 5, 2016 Hearing Time: 1:30 p.m.

Defendants.

- I, Anna Carla Lopez, declare as follows:
- I am a Plaintiff in this action. I make this Declaration in support of the 1. accompanying Application for Entry of Default Judgement Against Defendants Alan David Tikal, also known as David Alan Tikal, individually and as Trustee of the KATN Revocable Living Trust ("Defendant Tikal"), and Victoria Nelson, solely in here official capacity as Chapter 7 Trustee ("Defendant Nelson"). Unless otherwise stated, I have personal knowledge of the matters set forth herein, and could and would competently testify to them if called as a witness.

- 2. I reside, with my spouse, Christian Lopez, in a home I own at 4132 Descanso Avenue, Chino Hills, County of San Bernardino, California ("Property"). The true and correct legal description of the Property is: ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: LOT 19, TRACT NO. 1932, AS PER MAP RECORDED IN BOOK 30 OF MISCELLANEOUS MAPS, PAGES 1 TO 5 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY. APN: 1028-041-19-0-000.
- 3. I am informed and believe that Defendant Tikal purports to be a beneficiary under a Short Form Deed of Trust and Assignment of Rents (Individual) against the Property dated December 4, 2010 and recorded in San Bernardino County, California on or about December 9, 2010 ("Tikal DOT"), and a Note Secured by Deed of Trust (Straight Note) dated December 4, 2010 allegedly supporting the Tikal DOT ("Tikal Note"). A true and correct copy of the Tikal Note is attached to the Application for Default Judgment, filed concurrently, as Exhibit A and is incorporated herein by reference. A true and correct copy of the Tikal DOT is attached to the Application for Default Judgment, filed concurrently, as Exhibit B and is incorporated herein by reference.
- 4. In August 2010, Plaintiffs contacted Defendant Tikal, who claimed to be able to obtain "second chance" loan modifications.
- 5. In September 2010, Plaintiffs attended a large meeting put on by Defendant Tikal at a hotel ballroom attended by homeowners, real estate agents and other. Defendant Tikal again claimed an ability to obtain loan modifications even when prior modifications had failed.
- 6. In December 2010, Defendant Tikal and his agent, Ray Kornfield ("Kornfield") instructed Plaintiffs falsely and fraudulently to sign a Deed of Trust and a Note that would replace the current mortgage. Kornfield instructed Plaintiffs to pay the sum of \$5,000.00 to Caring About America to begin the process of working with current lender Bank of America to complete a loan modification.

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7.	In	December	2010,	Defendant	Tikal	and	Kornfield	falsely	and	fraudulentl
instructed	Plaintif	fs to sign th	e Tikal	DOT and T	ikal N	ote, a	nd to start	making	montl	nly payment
to KATN	Revoca	ble Living T	rust.							

- 8. Plaintiffs did as they were fraudulently instructed by Defendant Tikal, Kornfield and Tikal's agents, believing that Defendant Tikal and his agents were helping to achieve a legitimate loan modification.
- 9. Defendant Tikal's and his agents' promises, reassurances, and communications proved to all be false. Defendant Tikal never obtained a loan modification from Bank of America. The Deed of Trust held by Bank of America remains as a lien on the property today, and Plaintiffs remain liable to Bank of America under the Bank of America loan and Bank of America Deed of Trust. Plaintiffs have been, and continue, to make monthly mortgage payments to Bank of America.
- 10. Based on information and belief, however, due to the fraudulently obtained and recorded Tikal DOT, I do not have clear title to the Property, and cannot have clear title (subject to any valid exceptions, which does not include the Tikal DOT) until the Tikal DOT and Tikal Note are voided and cancelled, and the fraudulent Tikal DOT is expunged from title to the Property.

I declare under the penalty of perjury of the laws of the United States of America that these facts are true and correct to the best of my knowledge.

Dated this do day of October, 2016.

CERTIFICATE OF SERVICE

I am employed by the law firm of Greene Infuso, LLP in Clark County. I am over the age of 18 and not a party to this action. My business address is 3030 South Jones Boulevard, Suite 101, Las Vegas, Nevada 89146.

On October 31, 2016 I served the document(s), described as: DECLARATION OF ANNA CARLA LOPEZ IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT AGAINST DEFENDANTS ALAN DAVID TIKAL AND VICTORIA NELSON

- by placing the original a true copy thereof enclosed in a sealed envelope addressed as follows:
- a. ECF System (You must attach the "Notice of Electronic Filing", or list all persons and addresses and attach additional paper if necessary)
- b. BY U.S. MAIL. I deposited such envelope in the mail at Las Vegas, Nevada. The envelope(s) were mailed with postage thereon fully prepaid.

Alan David Tikal c/o Ray Kornfield 8121 Caramel Gorge Court Las Vegas, Nevada 89143

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13777 Air Expressway Blvd.

20 Victorville, CA 92394

21 Victoria Nelson

22 3900 Paradise Road. Suite U

Las Vegas, Nevada 89169

United States Trustee

300 Las Vegas Blvd. South

Fourth Floor

Las Vegas, Nevada 89101

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I am readily familiar with Greene Infuso, LLP practice of collection and processing

correspondence for mailing. Under that practice, documents are deposited with the U.S.

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Postal Service on the same day which is stated in the proof of service, with postage fully prepaid at Las Vegas, Nevada in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date stated in this proof of service.

C. BY PERSONAL SERVICE.

Description:

BY FACSIMILE TRANSMISSION

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 31st day of October, 2016

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